

SC Department of Natural Resources

1000 Assembly Street, Room 242-F

P.O. Box 167

Columbia, SC 29202

(Return bid to above address.)

Wynnee` Lybrand, Procurement Specialist

Phone: (803) 734-3895

Fax: (803) 734-5973

E-Mail: LybrandW@dnr.sc.gov

<http://www.dnr.sc.gov/admin/procure/bulletin.html>

BID INVITATION

Sealed bids will be received until: September 12, 2008	Bid Number: B409025WL
Local time, then publicly opened. 11:00 a.m.	

Title: **Mechanical Roadside Tree and Brush Removal**

Mailing Date: August 21, 2008	Direct Inquiries to: Wynnee` Lybrand
James H. Jackson, Dir. of Procurement Serv.	Req. Number: 409025
Vendor Name:	FEIN or Social Security Number
Vendor Mailing Address:	Reason for no bid:
City, State, Zip:	Telephone Number: Fax Number: E-mail Address: Internet Address:
Authorized Signature (Manual):	Authorized Signature (Typed), Title:

AWARD & AMENDMENTS: Award will be posted at the Physical Address stated above on **9/16/2008**. The award, this solicitation and any amendments will be posted at the following web address:

<http://www.dnr.sc.gov/admin/procure/bulletin.html>

MUST BE SIGNED TO BE VALID

By signing this bid, I certify, under penalties of perjury that we have complied with section 12-54-1020(b) of the SC Code of Laws of 1976 as amended, relating to payment of taxes.

*** Bids under \$10,000.00 may be faxed. All bids over \$10,000 must be submitted in a sealed envelope. ***

*** Bid number and opening date must be shown on sealed envelope. ***

*** Bid award will be posted at 1000 Assembly Street, outside Room 248, Columbia, SC 29201. ***

*** If a statement of award is desired, please enclose a self-addressed stamped envelope. ***

Bid Acceptance Period

In compliance with the invitation, and subject to all conditions thereof, the signer offers and agrees, if this bid is accepted within 60 days from the date of opening, to furnish any or all items/services quoted at the prices set forth.

SC RVP & SC/US Preferences

SC Resident vendor Preference

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the SC Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award of this bid.

*In order to make claim for this preference in the award of this bid, the person signing the bid must place their initials here _____.

*Address and phone number of SC office. (Must be completed if making claim)

Phone # _____

SC/US Made, Manufactured or Grown End-Product Preference

*By signing bid and checking the appropriate space(s) provided and identified on the bid pricing schedule, vendor certifies that the end product(s) as shown in this bid are either made, manufactured or grown in South Carolina or other States of the United States, ref: 11-35-1524. The preference does not apply to services.

Note: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.00, or to any procurement where to contract award is less than \$10,000.00.

Notice: Important information pertaining to preferences.

*If a bidder has not requested the preferences he will neither be entitled to claim any preference against another bidder nor will he be protected from application of another bidder's claim to a preference against his bid in determining contract award.

Discussion with Bidders

Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids.

Discussions/Negotiations

By submission of a bid/proposal, the bidder/proposer agrees that their bid/proposal is based on the written specifications, terms and conditions and any written amendments issued by the procurement officer of record. The bidder/proposer agrees that during the period following issuance of a bid/proposal and prior to notification of intent and/or award of contract, bidder/proposer shall not discuss this procurement with any party except the procurement officer of record of the SC Department of Natural Resources or other parties designated in this solicitation. A bidder/proposer may have their bid/proposal rejected if they violate this condition.

Funding Notice

The award of this bid is being funded in whole or in part by federal funds. The percentage of the total cost of this bid that will be financed by federal funds is as indicated n/a %, project dollar amount \$ n/a, and percentage of project financed by non-governmental sources \$ n/a.

The State of South Carolina, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D-4 and title 499, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the DOT issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or natural origin in consideration for an award.

INSTRUCTION TO BIDDERS

Only one copy of the invitation to bid is required.

Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.

When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.

Submit your signed bid on this form. Show bid number on envelope as instructed. The State of South Carolina assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one bid invitation per envelope.

If directing any other correspondence, address the envelope to the procurement specialist but do not include the bid number on this envelope since it does not include your bid.

Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The State reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State or its agents for its determination in this regard.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

Do not include any taxes in the bid price shown that the State may be required to pay. Upon submission of a bid by a State agency, the procurement officer will compute a 5% sales/use tax to the non-state agency bids when applicable (service/labor excluded) in determining the low bidder. This procedure is necessary by S.C. Tax Commission sales and use tax regulation 117-174-.95.

Any vendor desiring to exercise rights under section 11-35-4210 (right to protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to the Chief Procurement Officer, Materials Management Office, 1201 Main Street, Suite 600, Columbia, SC 29201.

GENERAL PROVISIONS

Bid Rejection/Cancellation: The State of South Carolina reserves the right to reject any and all bids and to cancel the solicitation.

Unit Price Governing: Unit prices will govern over extended prices unless otherwise stated in bid invitation.

Bidders Qualification: Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The S.C. Department of Natural Resources reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

Solicitation Amendments: All amendments to and interpretations of this solicitation shall be in writing from the S.C. Department of Natural Resources and the procurement officer shall not be legally bound by any amendment to provide interpretation that is not in writing.

Bidders Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

Award Criteria: The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the invitation for bids.

Rejection: The State reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the State.

Competition: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the S.C. Department of Natural Resources in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed, but a review of such notification will be made prior to award.

Waiver: The State reserves the right to waive any instruction to bidders, general or special provision, general or special condition, or specifications deviation in accordance with the authority provided in regulation 19-445.2080.

Order of Precedence: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

Correction of Errors on This Bid Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

GENERAL CONTRACT CLAUSES

Default: In case of default by the contractor, the State reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

Contract Administration: Questions or problems arising after award of this contract shall be directed to the S.C. Department of Natural Resources, 1000 Assembly Street, Columbia, S.C. 29201.

Force Majure: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of god or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemic, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

Save Harmless: (This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.

Publicity Releases: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

Quality of Product: (This clause does not apply to solicitations for printing and service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in 11-35-310 of the Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the bid invitation.

Tax Credit Availability: Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, S.C. (803) 734-0562).

S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Termination for Cause: The State may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension. (See Default Clause)

Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the S.C. Department of Natural Resources.

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

Affirmative Action: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R 60 - 1.4, 60-250.4 and 60-741-4.

Protection of Human Health and the Environment: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Payment of Goods & Services: Payment of goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

Certification Regarding Debarment and Other Responsibility Matters:

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against

them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Certificate of Independent Price Determination (May 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

SPECIAL SOLICITATION PROVISIONS

Scope: The purpose of this bid invitation is to provide services/supplies/equipment complying with the enclosed description, conditions, and or specifications as applicable to this bid notice.

Bidding Instructions: The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The offeror must include with his bid, supporting product data sufficient for the State to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The State will determine if minor deviations from the listed features are acceptable.

Evaluation/Award: Award will be made to one bidder for entire quantity.

Delivery: Deliveries shall be FOB destination, freight prepaid. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier.

SPECIAL CONDITIONS CLAUSES

Indemnification: The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted within the contractor's bid.

FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN) NUMBER

For the purposes of establishing a vendor record, vendors are required to furnish a Federal Employee Identification Number (FEIN) number or social security number. This information shall be submitted on a *W9 Form* and submitted with your bid. This form can be retrieved from the Internal Revenue Service's at the below Internet address link.:

<http://www.dnr.state.sc.us/admin/procure/img/fw9.pdf>

IMPORTANT NOTICE

Bidder/Offeror
Re: S.C. Withholding Tax Amendments
Code Section 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriation Bill, Part II amended the above referenced code section to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect.

The entity or person letting the contract to the nonresident will retain the affidavit. In the absence of an affidavit being provided, withholding will be required (contracts--2%, rental or royalty recipients--7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)898-5872 or writing the S.C. Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

INSTRUCTIONS

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-9-310(A)(3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310(A)(2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

TERM AND DURATION OF AFFIDAVIT

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

**STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE
NONRESIDENT TAX PAYER REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer: _____

2. Trade Name (Doing Business As): _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below):

_____ The South Carolina Secretary of State or

_____ The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that fine; imprisonment or both could punish any false statement contained herein.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Owner, Partner or Corporate Officer) (Seal) _____
Date

If Corporate officer state title: _____

(Name - Please Print)

Internet Accessibility, Release of Copyright and Publishing Rights

It is the intent of the Department of Natural Resources to provide resource information to Department employees, vendors and the general public through the Department's Web Page. This information is featured in the "Doing Business with DNR" section of the web page. From time to time, product information, product literature and photographs of products may be used to further emphasize the Department's mission or to emphasize or introduce a certain product to our employees that may be under contract.

The execution of this document, your firms signature, hereby authorizes and gives permission to the Department of Natural Resources to utilize product literature, photographs and product information as necessary to disseminate this information to its web users.

At times, the Department may request digital prepared photographs (data saved to disk that can be uploaded to the web server) and literature formatted for web publication that your firm has readily available and may be currently using in its own web site. This information will be provided to the department at no cost.

The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the States' use of material furnished to the State by the bidder.

Bidder is in agreement with the terms and conditions of this copyright release by the execution of this document by the representative company official below:

_____(Seal)_____
(Signature of Owner, Partner or Corporate Officer) Date

If Corporate Officer state title:

(Name - Please Print)

My company is not currently represented on the Internet and/or wish not to participate in exchanging company product literature, photographs for your agency use. I have indicated below.

Please Check Which Applies.

Wish not to participate_____

Not currently represented_____

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES
SPECIFICATIONS FOR MECHANICAL ROADSIDE TREE AND BRUSH REMOVAL

The South Carolina Department of Natural Resources is requesting bids to conduct mechanical roadside tree and brush removal in Horry County on the Little Pee Dee River Complex Heritage Preserve (Upper Gunter Island ± 1.25 miles and Vaught Tract ± 3.5 miles) and Waccamaw River Heritage Preserve (Little Savannah Bluff ± 1.5 miles).

SITE DESCRIPTION:

The areas to be treated include the removal of dense understory vegetation and small trees within 10 - 15 feet of interior road edges.

PURPOSE:

The purpose of the removal is to daylight the roadbed making accessible for maintenance. Existing vegetation will be mulched on site. A Department of Natural Resources representative will work closely with the contractor.

CONTRACT SCOPE:

1. Areas shall be mowed with a brush-cutting machine that chips and spreads trees and underbrush utilizing a excavator mounted heavy-duty flail-type cutter head. The machine must have low ground pressure (below 4.5 psi) to avoid rutting and disturbance to the soil. Tracked machines are required.
2. The contractor will avoid damaging specified mature trees or other specified areas. This includes but is not limited to skinning the bark, running over trees, or excessive digging in the root zones.
3. The contractor is responsible for furnishing all labor, materials, equipment (including safety equipment), tools, transportation and supervision to perform the work required.
4. Machinery must be removed to a road or road shoulder to conduct refueling. All efforts must be made to eliminate any spills of fuel, oil, coolant or other fluids.
5. If a break down occurs, the contractor will have the machine operational or another machine on site within 48 hours.

Pre-Bid Conference/Site Visit:

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a pre-bid conference/site visit will be held **September 3, 2008 at 10:30 a.m.** Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

The pre-bid conference/site visit will be held at:

Date: September 3, 2008

Time: 10:30 AM

Location: South Carolina Department of Natural Resources-Vaughan Tract of the Little Pee Dee River HP (SR 917 and Little Pee Dee River) call Deanna Ruth or Keary Mull at 843-546-3226 for directions.

REFERENCES/COMPANY HISTORY:

The South Carolina Department of Natural Resources requests that a brief company history and references accompany the bid.

Contractor's Liability Insurance: (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis.

(b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

INDEMNIFICATION:

The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

S.C. LAW CLAUSE:

Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the State of South Carolina.

SITE CLEAN UP:

The contractor shall keep the site clean and free from an accumulation of trash during the mowing. At the completion of the work, the entire facility and premises shall be left clean.

The contractor shall remove from the premises all accumulations of trash and other materials, which are not to be used in the mowing, on a daily basis.

CONTRACTOR'S CARE:

Contractor shall exercise due care in protecting all property and surrounding property. Vendor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the contracting officer may have the necessary work performed and change the cost thereof to the contractor.

PAYMENT:

Payment will be made upon 100% completion at each job site and approval of work.

FINAL INSPECTION:

At the completion of the contract work, a representative of the Owner shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected before final payment will be authorized.

REGULATIONS AND STANDARDS:

The work shall comply with all laws, ordinances and regulations of all legally constituted authorities having jurisdiction over any part of this work. These requirements supplement the specifications and shall take precedence in case of conflict.

All work shall be performed and completed in a thoroughly workmanlike and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications and/or drawings.

All materials and equipment shall be new and shall comply with the applicable standard in every case where such a standard has been established for the particular type of material in question.

CONTACT PERSON:

If you have any questions concerning this project please contact Deanna Ruth or Keary Mull at 843-546-3226.

PRICING SCHEDULE:

LINE ITEM	COMMODITY/SERVICE DESCRIPTION	QTY.	U/M	SC	US	UNIT PRICE	EXTENDED PRICE
0001	Mechanical Roadside Tree and Brush Removal complying with all specifications listed herein	1	LOT			\$	\$

DELIVERY_____ DAYS ARO

MFG_____MODEL_____

INITIAL WARRANTY_____ DAYS PARTS

_____DAYS LABOR

SC END PRODUCT_____US END PRODUCT_____